
Terms of Use - Website

Document Number | AP-POL-026

Revision | 0

Rev	Date	By	Description of Changes
0	Tuesday, January 28, 2025	CB	First Issue

	Name	Title	Signed	Date
Approved by	Peter Bradford	Managing Director		10/08/2024

Website Terms of Use

1. Agreement to Terms

By accessing and using this website (the "Site"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, you must not access or use the Site.

These Terms constitute a legally binding agreement between you and Aqua Prep Pty Ltd ABN 21 155 116 037 ("we," "us," or "our").

2. Changes to Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of revised Terms means you accept and agree to the changes.

3. Accessing the Site

We grant you a non-exclusive, non-transferable, revocable licence to access and use the Site strictly in accordance with these Terms.

We may restrict access to some parts of the Site to users who have registered with us.

You must ensure that all persons accessing the Site through your internet connection are aware of these Terms and comply with them.

4. Intellectual Property Rights

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by Australian and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not:

- Modify copies of any materials from the Site
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text
- Delete or alter any copyright, trademark, or other proprietary rights notices
- Access or use any part of the Site for commercial purposes without obtaining a licence to do so from us

5. **Prohibited Uses**

You must not:

- Use the Site in any way that breaches any applicable local, national, or international law or regulation
- Use the Site to send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms
- Transmit any unsolicited or unauthorised advertising or promotional material
- Knowingly transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs
- Attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of the Site

6. **User Contributions**

Any content you contribute to the Site must:

- Be accurate (where stating facts)
- Be genuinely held (where stating opinions)
- Comply with applicable law in Australia and the country from which they are posted

You retain ownership of any intellectual property rights in content you submit to the Site. By posting content, you grant us a worldwide, non-exclusive, royalty-free licence to use, reproduce, publish, and distribute such content.

7. **Limited Warranties:**

We do not guarantee that the Site will be secure or free from bugs or viruses.

We make no representations, warranties, or guarantees, whether express or implied, that the content on the Site is accurate, complete, or up to date.

8. **Limitation of Liability:**

To the maximum extent permitted by law, we exclude all representations, warranties, and conditions relating to the Site and the use of the Site.

We will not be liable for any direct, indirect, or consequential loss or damage arising under these Terms or in connection with the Site, whether arising in tort, contract, or otherwise, including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

9. **Indemnification:**

You agree to indemnify, defend, and hold harmless us, our affiliates, licensors, and service providers from any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of your breach of these Terms.

10. Geographic Restrictions:

The Site is provided for users in Australia. We make no claims that the Site or any of its content is accessible, appropriate, or legal outside of Australia.

11. Termination:

We may terminate or suspend your access to all or part of the Site, without notice, for any conduct that we believe violates these Terms or is harmful to other users of the Site, us, or third parties, or for any other reason.

Upon termination, all provisions of these Terms which by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, and limitations of liability.

12. Governing Law:

These Terms are governed by and construed in accordance with the laws of Australia. Any disputes relating to these Terms will be subject to the exclusive jurisdiction of the courts of Australia.

13. Contact Information:

Questions about these Terms should be sent to us at [contact email].

14. Severability:

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

15. Entire Agreement:

These Terms constitute the entire agreement between you and us regarding the use of the Site.

This signed statement confirms our personal commitment to this Policy.

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